



## Orbel Corporation Terms and Conditions

### TERMS

Shipments are F.O.B. shipping point, unless otherwise shown. Invoices are dated as of day of shipment. Title to goods passes to Buyer upon delivery to Carrier. Invoice terms are ½%/10, Net 30 days. Accounts not paid within 30 days from date of invoice are subject to an interest charge beginning at due date. Unless otherwise agreed, terms and prices are subject to change without notice.

Tooling will be invoiced as follows: one-third at order placement, and two-thirds upon sample submission from completed tools. Tooling fees are estimates. The final invoice will reflect all the costs occurred.

### PRICES

Unless otherwise shown by our quotation, the following conditions apply to prices quoted. Prices are valid if accepted within 60 days. Prices are based upon delivery of the entire quantity at completion of manufacture or upon our partial shipments as manufactured or upon a purchaser's delivery schedule accepted by us. Prices on shipments scheduled for installment deliveries or for delivery more than six months after date of order are subject to adjustment at time of shipment.

### SPECIFICATIONS & ORDERS

Parts will be made to mutually accepted specifications and tolerances. The purchaser agrees to inspect goods in accordance with the specifications and tolerances, which are not plainly shown on purchaser's drawing and accepted by us when quotation is made. Metal parts will be shipped with mill finish or "as heat treated" unless quotation is based on other process or finish. Beryllium copper alloys will be purchased under applicable specifications. The beryllium copper parts will be processed to develop best properties for the use intended. Hardness specifications for beryllium copper mill products do not necessarily apply to springs made from these products, and will be accepted only if they are in agreement with our hardness standards for the material and process used. Verbal orders are accepted at purchaser's risk. Confirming orders will be considered as changed orders if they do not agree with the advance or verbal order given us.

Requests or requirements not specifically mentioned in our quoted prices, such as special certifications, inventory reports, tool lists, tool condition reports, source inspection, special forms, etc., may incur additional costs

If the purchaser wishes to withdraw his special dies from our plant for reasons of his own, we will surrender them upon payment of a tool engineering charge sufficient to compensate us for the design and development cost not included in their original price, and not less than 25% of the original cost plus inflation.

\*We reserve the right to remove proprietary devices from tools before surrender.

### SPECIAL GAGES

Costs for all special gages and tooling are the responsibility of the customer.

### QUANTITY

We reserve the right to ship ten percent over or under the total quantity specified, unless other specific instructions appear in quotation request and purchase order. Claims for shortages must be made within five days from receipt of goods.

### ACCEPTANCE OF GOODS

Unless otherwise specifies, a shipment will be considered acceptable if an A.Q.L. level of 2.5 has been achieved as a result of C = O sampling. If tighter controls are required, A.Q.L. levels may be determined by customer request.

### DEFECTIVE GOODS

Products described in our current catalog shall be of standard quality. Should products sold by us appear defective or not in accordance with written specifications accepted by us, the buyer shall hold the shipment and notify us immediately, sending samples and other evidence in support of his claim. If claim appears justified, we will assign a return authorization control numbers which must be marked clearly on the outside

of the shipping container when returned for re-inspection. Products which we find defective or not in accordance with the contract will be replaced by us, or credit will be issued for same. Goods will not be accepted for credit or replacement after 60 days from date of shipment.

Our warranty does not apply to goods that have been altered or misused.

### LIABILITY LIMITATIONS: WARRANTY DISCLAIMER

"SELLER MAKES NO WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, BY FACT OR LAW, OTHER THAN SELLER'S OBLIGATION TO DELIVER PRODUCT(S) COMPLYING WITH SELLER'S SPECIFICATIONS EXPRESSLY STATED ON THE FACE HEREOF AND OTHER THAN SELLER'S IMPLIED WARRANTIES OF TITLE. SELLER MAKES NO WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR WARRANTY OF MERCHANTABILITY OTHER THAN AS EXPRESSLY LIMITED ON THE FACE HEREOF. WITHOUT LIMITING THE FOREGOING, SELLER'S CATALOGUE TEST DATA IS BELIEVED TO BE RELIABLE, BUT IT IS NOT A GUARANTY OR WARRANTY HEREUNDER. PURCHASER IS OBLIGATED TO INDEPENDENTLY CONFIRM TEST DATA AND PRODUCT SUITABILITY FOR ITS PARTICULAR APPLICATION.

SELLER SHALL IN NO EVENT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES. SELLER'S LIABILITY AND BUYER'S EXCLUSIVE REMEDY FOR ANY CAUSE OF ACTION ARISING OUT OF THIS CONTRACT IS EXPRESSLY LIMITED TO REPLACEMENT OF NON-COMFORMING PRODUCT(S) FOR PAYMENT IN AN AMOUNT NOT TO EXCEED THE PURCHASE PRICE OF THE SPECIFIC PRODUCT(S) FOR WHICH DAMAGES ARE CLAIMED, AT SELLER'S OPTION."

### TAXES

Sales and excise taxes, if any, are to be paid by the purchaser.

### DELIVERY

The delivery schedule shown is necessarily approximate and subject to change. We can accept no liability for loss or damage by reason of delay or inability to furnish parts. Each delivery, at the option of the seller, shall constitute a separate sale with the same effect as though made under a corporate contract covering only the amount thereof. If Buyer be in default with respect to any of the terms or conditions of this or any contract with Seller, Seller may at its option defer further shipments hereunder until such defaults be remedied or without prejudice to any other legal remedy may decline further performance hereof.

### ACCEPTANCE OF TERMS AND CONDITIONS

Acceptance of goods in whole or in part by the purchaser shall constitute acceptance of terms and conditions stated herein.

### PATENTS

All risks of direct or indirect patent infringement are assumed by the purchaser. Nothing shall be construed as recommendation to make, use, or sell any product or process in conflict with existing or future patents.

### RETURNS & EXCHANGES

Returns must be approved by Quality Control and are subject to restocking charges. Custom and plated parts cannot be returned nor exchanged.

### CHANGES & CANCELLATIONS

Orders may be changed, reduced, retarded, held, or cancelled by the purchaser only with our consent and upon terms which will indemnify us against loss or impaired liquidity. All orders are subject to a minimum cancellation charge. We reserve the right to terminate an order without further cost to the purchaser and without liability, if unable to deliver satisfactory goods within a reasonable time.

### QUOTATIONS

Quotations are based on original documents submitted. Future submittal may be cause for quotes.

January 21, 2009